



MEMORANDUM OF
UNDERSTANDING



BETWEEN

NATIONAL SUN YAT-SEN UNIVERSITY, a national university established in 1980 upon the approval of the Ministry of Education, with official address at 70, Lien-Hai Road, Kaohsiung 80424, Taiwan, represented herein by its President, **YING-YAO CHENG, Ph.D.**, hereinafter referred to as “**NSYSU**”

AND

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **EDGARDO CARLO L. VISTAN II**, hereinafter referred to as “**UPD**”

recognizing the benefits to their respective Universities from the establishment of institutional links, conclude this Memorandum of Understanding (MOU).

1. The purpose of this MOU is to develop academic cooperation and promote mutual understanding between the two Universities;
2. Both Universities agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity:
 - a. Exchange of faculty, researchers and other research and administrative staff;
 - b. Exchange of students;
 - c. Collaborative research projects;
 - d. Lectures and symposia;
 - e. Exchange of academic information and materials
 - f. Other forms of academic cooperation
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out the specific projects. This shall be subject of a separate written agreement between the two Universities. These activities will be conducted after discussion and agreement between representatives of both Universities, and in accordance with the laws and regulations of their respective countries after full consultation and approval from the other party.

Ying-Yao Cheng

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4. It is understood that the implementation of any of the cooperative activities stated in clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.
5. Both Universities agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding shall be based on the laws, rules and guidelines then implemented in each university.
6. This MOU may be amended or modified by a written agreement signed by the representatives of both Universities.
7. In the event of an unforeseen incident during collaborative activities in either country, both Universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in clause 4.
8. This MOU is valid for a period of three (3) years counted from the date of the last signing by the representative of either university. This MOU may be renewed after being reviewed and renegotiated by both Universities. Unless there is formal communication between the parties to terminate the MOU, it shall be assumed that there is intent to renew the MOU for the same period.
9. This MOU may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six (6) months before the termination date.
10. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the Universities shall endeavor to exercise their best efforts to negotiate the differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.
11. The Universities mutually agree that they will process personal information and sensitive personal information in conformity with the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations of the Philippines and Taiwan.

The Universities shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the

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confidentiality, integrity and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

NATIONAL SUN YAT-SEN UNIVERSITY

UNIVERSITY OF THE PHILIPPINES



YING-YAO CHENG, Ph.D.

President

Date: 2023. 5. 12



EDGARDO CARLO L. VISTAN II

Chancellor

Date: 04/14/23

WITNESSES:



MING-CHI CHOU, Ph.D.

Vice President for International Affairs



GIOVANNI A. TAPANG, Ph.D.

Dean, College of Science



MING-LUNG WU, Ph.D.

Dean, College of Science



WILSON O. GARCIA, Ph.D.

Director, National Institute of Physics



FENG-CHUAN CHUANG, Ph.D.

Chairperson, Department of Physics



GENNEVIEVE M. MACAM, Ph.D.

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